throp v. *Waterbury,* 81 Conn. 305, 70 Atl. 1024. And especially is this true where the line is fixed for the purpose of widening the street. *Widening of Chestnut St.,* 118 Pa. St. 593, 12 Atl. 583; *Bornot* v. *Bonschur,* 202 Pa. St. 463. Yet in *St. Louis* v. *Hill,* 116 Mo. 527, 22 S. W. 861, 21 L. R. A. 226, where the question was considered at length, it was held such legislation was the taking of property without due process of law, saying: "If the city were allowed to deprive the defendant of the use of his entire lot it would leave in his hands but a barren and barmecidal title, and what is true of property rights as an integer is true of each fractional portion." It would seem that the view of the Missouri court is correct, since the establishment of such lines in the resident section of a city is based on æsthetic grounds, and such reasons are not valid. "The courts of the country have uniformly held that the police power cannot interfere with private property rights for purely æsthetic purposes."*Haller Sign Works* v. *Physical Culture Training School,* 249 Ill. 436, 94 N. E. 920; DILLON MUNICIPAL CORPORATIONS, §695; 66 CENT. L. JOUR. 443. But there is authority that the increasing æsthetic sentiment relative to civic pride and beauty may sanction such practice. 20 HARV. L. REV. 35.

CONTRACT—ILLEGAL—PUBLIC POLICY.—Defendant engaged plaintiff, who was a private detective, to enter his factory as an employee for the purpose of procuring evidence of larceny and embezzlement of goods, his compensation being made contingent upon the apprehension and reporting of guilty persons. Plaintiff performed this service and brings an action to recover under the contract. *Held* that a contract to pay for collecting testimony to be used in evidence, coupled with a condition that the contractee's right to compensation shall be contingent on the result of the suit, is illegal and contrary to public policy.—*Manufacturers' and Merchants' Inspection Bureau* v. *Everwear Hosiery Co.* (Wis. 1912), 138 N. W. 624.

Contracts to procure testimony based on contingent compensation are quite generally held to be contrary to public policy for the reason that such agreements hold out an inducement to commit fraud or induce persons to commit perjury. *Goodrich* v *Tenney,* 144 Ill. 422, 33 N. E. 44, 36 Am. St. Rep. 459; *Getchell* v. *Welday & Reynolds,* 4 Ohio Dec 113; *Lucus* v. *Allen,* 80 Ky. 681; *Patterson* v. *Donner,* 48 Cal. 369; *Thomas* v. *Caulkett,* 57 Mich. 392, 24 N. W. 154, 58 Am. Rep. 369; *Casserleigh* v. *Wood,* 119 Fed. 308, 56 C. C. A. 212. See notes on this question in 13 Ann. Cases 213, 33 L. R. A. (N. S.) 87, and 36 Am. St. Rep. 459. In *Wilmoth* v. *Hensel,* 151 Pa. 200, 25 Atl. 86, the court held it was not against public policy to offer a reward for conviction of offenses thereafter committed against election laws, and allowed recovery on such an offer. Rewards offered by newspapers for information resulting in the conviction of persons guilty of violating the election laws would seem to be illegal under the authorities cited, sustaining the view held in the principal case. The New York court in *Wellington* v. *Kelly,* 84 N. Y. 543, held that not every agreement made by a third person to furnish evidence in litigation for compensation contingent upon the result was illegal, and sustained such a contract where the evidence was chiefly of a documentary nature.